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6 **IN THE UNITED STATES DISTRICT COURT**
7 **FOR THE WESTERN DISTRICT OF WASHINGTON**
8 **AT TACOMA**

9 GUY M. BULLIS, individually,

CASE NO. 3:21-cv-5839

10 Plaintiff,

COMPLAINT

11 v.

12 MICHAEL FARRELL, an individual,
13 and THE LAW OFFICE OF MIKE
14 FARRELL, PLLC, a professional
15 limited liability company,

JURY TRIAL DEMANDED

16 Defendants.

17 Plaintiff Guy M. Bullis, by and through his undersigned attorney, brings this complaint
18 for breach of fiduciary duty, legal malpractice, breach of contract, and violations of the
19 Consumer Protection Act against the Defendants, Michael Farrell and the Law Office of Mike
20 Farrell, PLLC, and alleges the following:

PARTIES

21 1. Plaintiff, Guy M. Bullis (“Bullis”), is, and at all times relevant herein, was a
22 citizen of Pierce County and of the state of Washington.

1 2. Defendant Michael Farrell (“Farrell”), is, and at all times relevant herein, was a
2 citizen of the state of Mississippi, an attorney licensed to practice law in the state of Mississippi
3 whose primary area of practice was in employment law, and he conducted business at the Law
4 Office of Mike Farrell, PLLC, with its principal place of business located at 210 E. Capital
5 Street, Suite 1088, Jackson, Mississippi 39201.

6 3. Defendant, the Law Office of Mike Farrell, PLLC, is, and at all times relevant
7 herein, was a citizen of the state of Mississippi and is a law firm with its principal place of
8 business located at 210 E. Capital Street, Suite 1088, Jackson, Mississippi 39201.

9 **JURISDICTION AND VENUE**

10 4. This Court has jurisdiction to hear this case on diversity of citizenship under 28
11 U.S.C. § 1332(a)(1) as Plaintiff and Defendants are citizens of different states and the amount in
12 controversy is in excess of \$75,000, exclusive of interest and costs.

13 5. The venue of this action is proper under 28 U.S.C. § 1391(b)(2) because the acts
14 giving rise to the claim took place in this judicial district. Likewise, the Defendants transact
15 business within this judicial district.

16 **STATEMENT OF FACTS**

17 6. On or about January 16, 2015, Bullis received an email from Farrell addressed to
18 “Dear former CSC employee” and captioned “Solicitation Material” regarding a planned lawsuit
19 against Bullis’ former employer, Computer Sciences Corporation (“CSC”), which included an
20 attorney engagement agreement.

21 7. In Farrell’s January 16, 2015, email to Bullis, Farrell stated that the “original plan
22 was to file suit today[,]” but due to some “last minute interest in the litigation[,]” there would be
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1 a delay of filing the suit “for another week.” Farrell stated that “25 former CSC employees have
2 signed up” and that he expected “another 15 to sign up shortly.”

3 8. Under the material terms of the attorney engagement agreement:

4 8.1 The services of Mike Farrell, PLLC (“the attorney”), would be retained by
5 the client to pursue claims against CSC for breaching an employment offer letter that quoted an
6 hourly rate. The lawsuit was to recover the hourly rate for all hours worked by the employee
7 prior to June 1, 2012.

8 8.2 The objective of the lawsuit stated that the attorney would file suit in New
9 Orleans, Louisiana, on behalf of the client and other CSC employees who joined the litigation.
10 The agreement further stated that Louisiana would be the venue because the state’s law provided
11 for a 10-year statute of limitations, a provision for legal fees, and a penalty of three-months pay
12 for failure to pay wages when due.

13 8.3 In the agreement, the client agreed that the attorney was permitted to
14 represent other CSC employees in the same suit; that if a conflict arose in the representation of
15 multiple parties, the attorney agreed to disclose such conflict; and, that the attorney may
16 associate local counsel in Louisiana at the attorney’s expense and of the attorney’s choosing.

17 8.4 The contingency fee agreement for the attorney’s services was 40% of the
18 recovery of damages for back pay, interest, and/or penalties. Furthermore, a judgment of the
19 court or a settlement agreement for a separate award of attorney fees apart from damages will be
20 retained by the attorney in addition to the 40% contingency fee.

21 8.5 The attorney agreed that the case would not be settled without the client’s
22 approval and should CSC make an offer “that is some but not all of the plaintiffs,” a conflict
23 would arise in the attorney’s continued representation of all the plaintiffs. In such an event, the

1 attorney had the option of withdrawing from the representation “of those in the minority,” who
2 would “then have the option to retain other counsel and continue with the case.”

3 8.6 Depending on the number of former CSC employees who joined in the
4 lawsuit, the agreement provided for a reduction in “legal” fees.

5 8.6.1 If 10 people join the suit, the attorney’s out-of-pocket expenses
6 will come out of the attorney’s expenses.

7 8.6.2 If “20 more people” join the suit, then the attorney’s “40% fee will
8 be reduced by the amount of legal fees identified as a separate amount in the settlement or
9 judgment.”

10 8.6.3 If 30 people join the suit, the attorney’s percentage would be
11 reduced to 35%.

12 8.6.4 If 35 people join the suit, the attorney’s percentage would be
13 reduced to 31%.

14 8.6.5 If 40 people join the suit, the attorney’s percentage would be
15 reduced to 27%.

16 9. On or about January 22, 2015, Bullis received an email from Farrell addressed to
17 “Dear Client” with instructions on making a written demand on CSC for wages due. Farrell
18 stated that the written demand was required in “order to collect legal fees and the penalty under
19 Louisiana law.”

20 10. On or about February 6, 2015, Bullis signed Farrell’s attorney engagement
21 agreement and emailed the agreement to Farrell.

22 11. On or about February 17, 2015, Bullis received an email from Farrell addressed to
23 “Dear former CSC employees.” Attached to Farrell’s email was a copy of a civil complaint. The
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1 complaint was captioned *Steve Rose et al v. Computer Sciences Corporation*, Farrell stated that
2 he hoped “to file it on Friday [February 20, 2015].”

3 12. On or about March 13, 2015, Farrell filed a civil complaint for breach of contract
4 in the United States District Court, Eastern District of Louisiana, captioned *Steve Rose et al. v.*
5 *Computer Sciences Corporation* (“Rose”), Case No. 2:15-cv-00813-SM-KWR (“Lawsuit No.
6 1”). Bullis was a named plaintiff in Lawsuit No. 1.

7 12.1 Lawsuit No. 1 was based on diversity of citizenship under 28 U.S.C.
8 § 1332.

9 12.2 In Lawsuit No. 1, Bullis was identified as a resident of DuPont,
10 Washington.

11 12.3 In Lawsuit No. 1, Farrell represented one other Washington citizen,
12 Kenneth Alford (“Alford”). Alford was a named plaintiff and he was identified as a resident of
13 Tacoma, Washington.

14 13. On or about May 20, 2015, Bullis received an email from Farrell addressed to
15 “Dear clients and friends,” wherein Farrell conveyed to Bullis and to Farrell’s other CSC clients
16 that CSC’s attorney requested a stay of proceedings pending the resolution of CSC’s appeal to
17 the Fourth Circuit Court of Appeals (“the Fourth Circuit”) in the consolidated cases of *Richelle*
18 *and Rhodes v. CSC* (“*Richelle and Rhodes*”), Fourth Circuit Court of Appeals, Nos. 14-2366 and
19 No. 14-2376, respectively.

20 13.1 In the May 20, 2015, email to Bullis from Farrell, Farrell stated that he
21 was inclined to agree to a stay, and if “the Fourth Circuit affirms the trial court’s decision...it
22 would then essentially be a matter of getting your time records from CSC and calculating the
23 back pay that you are owed.”

1 13.2 Farrell was an attorney of record for the appellees in *Richelle* and *Rhodes*
2 and he was one of several attorneys who argued the case before the Fourth Circuit Court of
3 Appeals.

4 13.3 Farrell failed to inform Bullis that he was the lead attorney in *Rhodes*, U.S.
5 District Court, Southern District of Mississippi, Jackson Division, Case No. 3:13-cv-00214.

6 13.4 The plaintiffs' claims against CSC in *Richelle* and *Rhodes* were based on
7 the same claim as Bullis' claim against CSC in Lawsuit No. 1 for breaching an employment offer
8 letter that quoted an hourly rate.

9 13.4.1 *Richelle* originated in federal court in Florida. The district
10 court applied Florida's choice-of-law rules and determined that Florida law governed the case.
11 CSC did not dispute the district court's choice of law determination on appeal.

12 13.4.2 On the parties' cross-motions for summary judgment in
13 *Richelle*, the Florida district court concluded that the offer letters unambiguously provided for
14 hourly wages rather than fixed salaries, and the court granted summary judgment in favor of the
15 *Richelle* plaintiffs.

16 13.4.3 *Rhodes* originated in federal court in Mississippi. The
17 district court applied Mississippi's choice-of-law rules and determined that Virginia law
18 governed the case because CSC's headquarters were located in Virginia. CSC disputed the
19 district court's choice-of-law determination on appeal, arguing that Kuwaiti law should govern
20 since the employees were stationed in Kuwait for the majority of their time overseas.

21 13.4.4 On the parties' cross-motions for summary judgment in
22 *Rhodes*, the Mississippi district court concluded that the offer letters unambiguously provided for
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1 hourly wages rather than fixed salaries, and the court granted summary judgment in favor of the
2 *Rhodes* plaintiffs.

3 13.4.5 In *Rhodes*, the Fourth Circuit affirmed the Mississippi
4 district court's determination that Virginia law governed the case under Mississippi's "center-of-
5 gravity" doctrine.

6 13.5 On or about May 2, 2016, the Fourth Circuit affirmed the district courts'
7 grant of summary judgment in favor of the *Richelle* and the *Rhodes* plaintiffs, holding that the
8 offer letters unambiguously provided for hourly wages rather than fixed salaries.

9 13.6 In agreeing to stay the proceedings in *Rose* pending the resolution of
10 CSC's appeal to the Fourth Circuit in *Richelle* and *Rhodes*, Farrell failed to negotiate with CSC
11 to toll the statute of limitations in Lawsuit No. 1.

12 14. On or about May 24, 2016, Bullis received an email from Farrell addressed to
13 "Dear Client and Friends." Farrell informed Bullis and the other CSC clients about the favorable
14 decision from the Fourth Circuit. Farrell stated that "the first order of business is to ask CSC to
15 produce records showing the hours that you worked and the compensation that you received. By
16 my calculations, each CSC employee should be able to recover about \$75,000 for every year
17 they worked for CSC plus another \$50,000 in the penalty under Louisiana law."

18 15. On or about June 30, 2016, Bullis received an email from Farrell addressed to
19 "Clients and Friends," wherein Farrell stated that he would attempt to "short circuit most of the
20 discovery by filing an early motion for summary judgment." Farrell went on to state, "The big
21 issue is whether the decision of the Virginia court will be binding on the federal court in New
22 Orleans. The legal term is collateral estoppel. Google that term if you cannot sleep some night."

1 16. On or about October 28, 2016, Bullis received an email from Farrell addressed to
2 “Dear clients and friends,” wherein Farrell informed Bullis and the other CSC clients that CSC
3 had propounded discovery requests to 72 of them. Farrell went on to state that “[w]e want to get
4 a summary (quickie) judgment from the court...by the end of 2016.” Farrell further reported in
5 the email that in *Rhodes*, the Fourth Circuit affirmed the district court’s judgment of \$350,000,
6 and that “[t]his week, the district court added another \$100,000 in prejudgment interest.”

7 17. On or about February 9, 2017, Bullis received an email from Farrell addressed to
8 “Dear Clients.” In the email, Farrell stated, “I had hoped to complete discovery by now but I was
9 waylaid by other matters. I am clearing my desk now to devote fulltime to this case until we
10 complete our discovery responses by late February. I will then work full time on our motion for
11 summary judgement [sic]. Several of you have called. It is difficult to give you a personal status
12 report over the phone. The best way to communicate is by phone [sic]. Please send an email if
13 you have a particular question.”

14 18. On or about March 30, 2017, Bullis received an email from Farrell addressed to
15 “Clients.” In the email, Farrell attached a link to CSC’s motion to dismiss and stated, “CSC is
16 requesting that 57 of you be dismissed completely and that 37 of you have your claims limited.”
17 Farrell further stated, “[w]e are researching whether (1) the applicable statute of limitations is
18 Virginia’s 5-year statute of limitations and (2) CSC can be prevented (estopped) from raising the
19 statute of limitations as a defense.”

20 19. On or about April 14, 2017, Bullis received an email from Farrell addressed to
21 “Clients.” In the email, Farrell stated:

22 I wanted to give you some good news based on our continuing research on the statute of
23 limitations. Even if the court in Louisiana dismisses your case based on the statute of
24 limitations, we believe that we can refile the suit in Virginia for most of you.

1 Virginia has a five year [sic] statute of limitations for a breach of contract. Virginia also
2 has a saving statute which means that the time the case was pending in New Orleans
would not count against your five years under Virginia law.

3 Virginia law would not allow us to collect legal fees or the 30% penalty, but we should
4 be able to recover back pay.

5 20. On or about June 30, 2017, Bullis received an email from Farrell addressed to
6 "Clients." In the email, Farrell stated:

7 [T]he court will most likely grant CSC's motion to dismiss any claims that predate March
8 2012 based on a Louisiana statute of limitations on wages. We will refile those dismissed
9 claims in federal court in Virginia while the remaining portion of the Louisiana suit
10 proceeds to trial. That suit will be limited to claims for wages due between March and
11 June 2012. The big issue is whether the Louisiana statute (that allows for legal fees and a
penalty of 90-days [sic] pay) applies to everybody. CSC will argue that it only applies to
work done in Louisiana or to residents of that state. Based on our research, we feel that
you have a good chance of collecting the penalty. For most of you, 90 days [sic] pay with
uplifts should be about \$35,000.

12 Filing in Virginia has some advantages and has some challenges. Virginia has a five-year
13 statute of limitations on claims for breach of a written contract. In addition, Virginia has a
so-called savings statute which means that the time lawsuit was pending in Louisiana will
not count against five years in Virginia. That is the easy part.

14 The tricky part is that under Virginia law, the contract is construed by the law of the place
15 where you signed it or where it was performed. Most of you signed your offer letter while
16 you were already overseas in Iraq or Kuwait or Afghanistan. If the issue involves the
17 interpretation of the contract, then the law of the state or country where you signed the
18 offer letter will governs [sic]. On the other hand, if the issue is the performance of the
contracts, the law of the place where the contract was performed will govern. Just to
complicate things further, the contract was performed in two places. You performed your
end of the contract overseas but CSC performed its end of the contract in Virginia where
it prepared your pay checks and deposited your checks.

19 We will ask the court to apply Virginia law based on where CSC performed the contract.
20 If the court applies the law of Afghanistan or Kuwait or Iraq, then the case will be
dismissed. Virginia has a separate statute of limitations that says if a suit is untimely
where the contract was signed or performed then it is also barred in Virginia.

21 All of this means that we will have to thread a few needles to win in Virginia but we are
22 committed to going the distance for you.

1 21. On or about July 7, 2017, in Lawsuit No. 1, U.S. District Court Judge Susie
2 Morgan granted CSC’s motion for partial summary judgment on those plaintiffs’ claims that had
3 prescribed under Louisiana Civil Code article 3494, which provides for a three-year prescriptive
4 period (statute of limitations) for their unpaid wage claims.

5 21.1 Louisiana Civil Code article 3494 provides in relevant part: “The
6 following actions are subject to a liberative prescription of three years: (1) An action for the
7 recovery of compensation for services rendered, including payment of salaries, wages,
8 commissions, tuition fees, professional fees, fees and emoluments of public officials, freight,
9 passage, money, lodging, and board[.]”

10 21.2 Farrell failed to oppose CSC’s motion for partial summary judgment, nor
11 did he deny that the three-year prescriptive period under Louisiana article 3494 applied in the
12 case or that a number of plaintiffs’ claims had prescribed under Louisiana law. Instead, he urged
13 the Court to dismiss the prescribed claims without prejudice so that the claims may be refiled in
14 Virginia, which provided for a more favorable period with respect to the statute of limitations.

15 21.3 The Court granted CSC’s motion for partial summary judgment with
16 prejudice.

17 21.4 The Court noted that the plaintiffs did not seek to transfer the dismissed
18 claims to Virginia under 28 U.S.C. § 1404(a) because if such a transfer occurred, a Virginia
19 district court would be bound to apply Louisiana’s article 3494, which would lead to the same
20 result in Lawsuit No. 1—dismissal of the plaintiffs’ claims.

21 22. On or about July 25, 2017, Bullis received an email from Farrell addressed to
22 “Clients.” In the email, Farrell stated:

23 As I anticipated in my email on June 30, the court has now dismissed claims relating to
24 hours worked prior to March 13, 2012. We plan to refile those claims in federal court in

1 Virginia as soon as possible. The Virginia statute of limitations should allow us to
2 recovery [sic] wages back to March 2010.

3 If you want to participate in this new suit (and I encourage you to do so), respond “Yes”
4 to this email and I will send you a new engagement agreement to sign.

5 23. On or about July 28, 2017, Bullis received by email Farrell’s attorney engagement
6 agreement, titled “For Suit in Virginia against CSC.” The engagement agreement provided in
7 material part:

8 23.1 The objective of the lawsuit was for the “attorney to file suit in federal
9 court in Virginia on behalf of current and former CSC employees that [sic] join the litigation.
10 The object [sic] of the suit is to recover the hourly rate for all hours worked prior to March 13,
11 2012. Claims for wages due after that day are being litigated in the case now pending in New
12 Orleans, Louisiana.”

13 23.2 The client understood that the attorney would have to associate a Virginia
14 attorney at the attorney’s own expense.

15 23.3 The client agreed that the attorney was permitted to represent other CSC
16 employees in the same suit and that if a conflict arose in the representation of multiple parties,
17 the attorney agreed to disclose such conflict.

18 23.4 In the event of a recovery of damages, the client agreed to pay a
19 contingency fee of 40% of the recovery of any damages and interest.

20 24. On or about July 29, 2017, Bullis signed Farrell’s attorney engagement
21 agreement, titled “For Suit in Virginia against CSC,” and emailed the agreement to Farrell.

22 25. On or about September 29, 2017, Bullis received an email from Farrell addressed
23 to “Clients.” In the email, Farrell stated that the district court’s decision on “our” motion for
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1 summary judgment had been pending for several months and that he soon anticipated the Court's
2 decision.

3 26. On or about October 27, 2017, Bullis received an email from Farrell addressed to
4 "Clients." In the email, Farrell stated, "Judge Morgan rejected CSC's request to apply the laws of
5 Iraq, Kuwait and Afghanistan. She stated she will apply the law of Virginia to the merits of the
6 case. She also said we should receive a ruling by Monday on whether she will apply Louisiana
7 remedies to the case. That is a huge deal because Louisiana law provides for a penalty of 90 days
8 [sic] pay plus legal fees."

9 27. On or about October 31, 2017, in Lawsuit No. 1, U.S. District Court Judge Susie
10 Morgan denied CSC's motion for partial summary judgment as to controlling law. CSC argued
11 that under Louisiana choice-of-law rules, the Court was required to apply the law of the
12 southwest Asian country in which each plaintiff performed his or her contract, specifically,
13 Kuwait, Afghanistan, or Iraq. Farrell opposed CSC's motion and argued that Virginia law should
14 govern in the matter; however, he argued that with respect to remedies, the Court should apply
15 Louisiana law, which provided for attorney fees and punitive damages.

16 27.1 The Court ruled that Virginia substantive law applied in the matter.

17 27.2 The Court ruled that plaintiffs may not seek damages under Louisiana law.

18 28. On or about November 1, 2017, a settlement conference was held between the
19 parties in Lawsuit No. 1 before Magistrate Judge Roby. Wanda Anderson Davis appeared for the
20 plaintiffs. Farrell, however, failed appear.

21 29. On or about November 1, 2017, Bullis received an email from Farrell addressed
22 to "Clients." In the email, Farrell stated that he participated by telephone in a settlement
23 conference with Magistrate Judge Roby. Farrell continued in relevant part:

1 CSC offered to settle everything for a total of \$250,000. I cannot recommend a settlement
2 for that amount.

3 Regardless of the outcome at trial, I would like to appeal the ruling that the Louisiana
4 remedies do not apply.

5 I am still committed to the case. However, if there is any overwhelming ground support
6 to accept the \$250,000 [sic] I will certainly convey that sentiment to all concerned and
7 make a recommendation accordingly. CSC may go up another \$100,000 or so but will
8 insist that as a part of any settlement that you waive any right to appeal this case.

9 I am holding to our position that any settlement would have to be without prejudice to
10 you filing a new suit in Virginia and appealing the Louisiana remedies issue. CSC has
11 said they will not settle if we insist on those conditions.

12 If you have any interest in a settlement at this point. Please advise me by email.
13 Otherwise, I will continue to prepare for trial.

14 30. On or about November 3, 2017, in Lawsuit No. 1, U.S. District Court Judge Susie
15 Morgan issued a show cause order for Farrell to appear before the Court on November 8, 2017,
16 to show cause why he should not be sanctioned for failing to appear for the settlement
17 conference held on November 1, 2017.

18 31. On or about November 3, 2017, Bullis received an email from Farrell addressed
19 to "Clients." In the email, Farrell stated:

20 Last June and July, I advised you that the court dismissed claims for hours worked prior
21 to March 13, 2012. Hence, if you had already terminated your employment before that
22 date, then your claim was dismissed entirely by the Louisiana court. The 37 employees
23 (who had any hours worked after March 13) remained in the case. However, we still plan
24 to re file [sic] your claims in Virginia. The engagement agreement for the Virginia suit
states that "the object [sic] of the suit is to recover the hourly rate for all hours worked
prior to March 13, 2012." I hope this information clarifies the situation.

32. On or about November 5, 2017, in Lawsuit No. 1, U.S. District Court Judge Susie
Morgan issued a decision on the parties' cross-motion for partial summary judgment. Both
motions were opposed. Plaintiffs argued in their motion that CSC's offer letter and its Foreign
Travel Letter ("FTL") unambiguously provided for an hourly rate of pay for plaintiffs' work

1 overseas. CSC argued, in relevant part, that its offer letter and FTL should be interpreted as to
2 provide for pay on a salary basis.

3 32.1 Applying Virginia law, the Court granted plaintiffs' motion for partial
4 summary judgment. The Court found that the offer letter and FTL, read together, unambiguously
5 provided for an hourly rate of pay for plaintiffs' work overseas.

6 33. On or about November 8, 2017, in Lawsuit No. 1, a show cause hearing was held
7 before U.S. District Court Judge Susie Morgan. Farrell appeared for the plaintiffs. The Court
8 declined to sanction Farrell, but admonished him to attend all future court matters when
9 instructed to do so by the District Judge assigned to the matter.

10 34. On or about November 8, 2017, Bullis received an email from Farrell addressed
11 to "Clients." In the email, Farrell provided a list of 37 people who worked for CSC "for some
12 weeks after March 12, 2012." Bullis was included in the list of 37 people.

13 35. On or about November 8, 2017, Bullis received a second email from Farrell
14 addressed to "Clients." In the email, Farrell stated:

15 We have reached a tentative settlement agreement with CSC for \$600,000 that I can
16 recommend to you.

17 The upside is that the amount is more than 100% of the back pay at issue for the 12
18 weeks between March 12 and June 6, 2012. One downsize [sic] is that CSC will require
19 that any person accepting the settlement to waive the right to join in a new lawsuit in
20 Virginia. That will require some of you to make a personal decision about whether to
21 forgo [sic] this money in the hopes of collecting more in Virginia.

22 I am preparing a breakdown of how much each of you will receive. It might take a day or
23 two for us to complete all of the calculations, but we will get it to you as soon as possible.

24 36. On or about November 14, 2017, Bullis received an email from Farrell addressed
to "Clients." In the email, Farrell stated, "the number crunching is taking longer than

1 expected...please send your question in an email. I cannot take calls from 90 people about the
2 status of the case.”

3 37. On or about November 22, 2017, Bullis received an email from Farrell addressed
4 to “Clients.” In the email, Farrell set forth his calculations as to the monetary damages certain
5 clients could expect to recover from the Louisiana lawsuit versus the Virginia lawsuit. Farrell
6 further stated, “If enough people don’t sign up for the settlement in Louisiana, CSC can walk
7 away from the settlement agreement.”

8 37.1 Bullis could expect to recover \$18,973.24 from the Louisiana lawsuit
9 compared with \$137,456.48 from the Virginia lawsuit.

10 37.2 Bullis emailed Farrell the same day, replying, “Mike, I want to go with
11 VA law.”

12 38. On or about November 22, 2017, Bullis received an email from Farrell addressed
13 to “Clients.” In the email, Farrell stated he had “created some unnecessary confusion” in his
14 earlier email [in the day]. Farrell explained that he listed all of his CSC clients in three groups
15 and that Bullis was included in the first group (“First Group”), which Farrell considered as
16 joining “the lawsuit on 3/13/15 with the original filing of the complaint” in Lawsuit No. 1.

17 38.1 Farrell stated that Lawsuit No. 1 was to collect money prior to June 2,
18 2012.

19 38.2 Farrell further stated that the Court in Lawsuit No. 1 applied Louisiana’s
20 three-year statute of limitations for an employment contract, so the First Group “could go back
21 three years from the date they joined [the original filing of the complaint]” to 3/13/12.

22 39. On or about December 20, 2017, in the case *Joseph Strauch et al. v. Computer*
23 *Sciences Corporation*, No. 3:14-cv-956 (JBA) (D. Conn.) (“*Strauch*”), a jury found that CSC

1 failed to pay employees on an hourly basis; rather, CSC paid the employees a flat salary
2 regardless of how many hours they worked. The jury's verdict required CSC to compensate the
3 employees for their unpaid overtime hours.

4 39.1 In *Strauch*, CSC misclassified over 1000 Associate Professional and
5 Professional System Administrators as exempt from overtime under the federal Fair Labor
6 Standards Act, California law, and Connecticut law.

7 40. On or about January 8, 2018, Bullis received an email from Farrell addressed to
8 "Clients." In the email, Farrell stated in relevant part:

9 During settlement negotiations, I had always told the CSC lawyers that I had no authority
10 to settle the case, but I could recommend a settlement to you. In other words, if anybody
11 did not want to settle, his or her case would go to trial. In other words, it is an individual
decision because it [sic] you accept the settlement in La., you cannot participate in the
Virginia suit that I hope to file this week.

12 In response to that position, CSC wanted a provision that if 30 of the 37 plaintiffs did not
13 settle, then CSC could pull the plug on the entire settlement. Hence, CSC acknowledge
[sic] that individuals could opt out of the settlement.

14 After we reached an agreement in principal [sic] last November, the CSC lawyers sent
15 me a proposed agreement. I told them that it did not reflect our agreement, because it
would result in a dismissal of the case for those who did not want to settle (emphasis
16 added).

17 CSC has now filed a motion to enforce its draft of the agreement. I will keep you posted
on the developments.

18 If the settlement agreement falls through, that is not bad news. The days after we reached
19 a verbal agreement last November, the court granted the motion of the six bellwhether
[sic] for summary judgment. If the case is put back on the trial docket, we will file a
20 motion for a judgment as to all plaintiffs.

21 41. On or about February 8, 2018, Bullis received an email from Farrell addressed to
22 "Clients." In the email, Farrell stated:

23 The new lawsuit will be filed in Virginia by Monday.

1 In the meantime, several of you have indicated that you would like to take your
2 settlement now in the Louisiana suit and **not** participate in the new suit in Virginia
(emphasis in original).

3 If you are in that category, please respond to me ASAP, "*I want my money now*"
(emphasis in original).

4 If I do not hear from you, I assume that you still want to participate in the Virginia
5 suit. There will still [sic] a little time to change your mind and take the Louisiana [sic]
6 settlement.

7 The settlement in Louisiana may not happen anyway. CSC has indicated that it will
cancel the entire settlement unless enough of you accept the Louisiana settlement.

8 42. On or about February 18, 2018, Bullis received an email from Farrell addressed to
9 "Clients." In the email, Farrell stated in relevant part:

10 This will give you an update on the status of the settlement of the Louisiana case. CSC
11 claims that everybody must accept the settlement or at lease [sic] sign a [sic] an
agreement not to sue CSC in Virginia or elsewhere [sic].

12 The judge gave us until Feb 21 to try to work something out. I doubt that will happen, so
13 the court will have to rule on CSC's motion. The best outcome is for the court to
restore your case to the docket. We will then file a motion for summary judgment. In that
14 event, you may be able to collect in both cases.

15 We will still try to get CSC to honor the settlements with the individuals [sic] who want to
settle now. However, the agreement gives CSC the option to cancel the entire settlement
16 if fewer that [sic] 30 people accept the settlement.

17 43. On or about March 22, 2018, Bullis received an email from Farrell addressed to
18 "Clients." In the email, Farrell stated, "At the hearing...on Tuesday, Judge Morgan denied
19 CSC's motion to enforce its version of the settlement agreement. CSC had wanted the judge to
20 force everybody to sign a release that would have prevented everybody from participating in the
21 Virginia suit...The bottom line – you stand to recover in both the La. and the Va. cases."

22 44. On or about August 7, 2018, Bullis received an email from Farrell addressed to
23 "Clients." In the email, Farrell stated, "CSC said they will settle with anybody who wants to sign
24 a full release. Anybody who signs a release cannot participate in the Virginia suit. I told them the

1 'new' offer was unacceptable. I got an email from them today asking to talk again in the
2 morning. I will report back after that call."

3 45. On or about August 8, 2018, Bullis received an email from Farrell addressed to
4 "Clients." In the email, Farrell stated, "Double checking to see if anybody wants to settle now in
5 the Louisiana case and be done with CSC and not participate in the Virginia suit...If so, let me
6 know ASAP. CSC 'says' it will pay within 2 weeks of receiving a signed release."

7 46. On or about October 1, 2018, Bullis was copied on an email from another of
8 Farrell's CSC clients in response to Farrell's email to "Clients," dated August 8, 2018. The CSC
9 client replied:

10 Mr. Farrell,

11 You sent an email on 8/8/18 saying you would be getting with us concerning a meeting
12 you would be having with the judge. Today is 10/1/18 and obviously no on [sic] has
13 heard from you. I've attempted to call and email with no response. Can you tell us what
14 the deal is? Are you still working the case? Where are you? Are you alive? Like really
15 why won't you respond to your clients. I cant [sic] handle the idea of paying you for
16 services not rendered. Part of this agreement include [sic] a communication with me and
17 the other 50 peoe [sic] involved. I expect to hear from you by COB today!

18 47. On or about October 5, 2018, Farrell filed a civil complaint for breach of contract
19 and for consequential damages in the Circuit Court of Fairfax County, captioned *Kenneth Alford*
20 *et al. v. Computer Sciences Corporation*, Case No. CL-2018-14402 ("Lawsuit No. 2" or
21 "*Alford*"). Bullis was a named plaintiff in Lawsuit No. 2. Like Bullis, plaintiff Kenneth Alford
22 was a citizen of the state of Washington.

23 47.1 Paragraph 35 of the complaint in Lawsuit No. 2 provided: "The plaintiffs
24 seek contract damages for breaches that occurred *prior* to March 13, 2012 (emphasis in original).
Breaches after that date are being pursued by these plaintiffs in the Eastern District of Louisiana
in Rose v. CSC, 2:15-cv-813 (E.D. La.)."

47.2 At Exhibit A to the complaint in Lawsuit No. 2, Bullis' information was given as follows: Date of Offer Letter, 5/3/10; Hourly Rate Offered, \$33.17; and Approximate Dates of Employment, 5/29/10 through 6/4/12.

48. On or about November 9, 2018, CSC filed a plea in bar (motion to dismiss) to dismiss plaintiffs' complaint in Lawsuit No. 2. In its plea (motion), CSC argued as follows:

48.1 Plaintiffs' claims were barred by Virginia's five-year statute of limitations and tolling of the statute of limitations was unavailable to plaintiffs since their claims were previously dismissed after a determination of the merits by the U.S. District Court in Lawsuit No. 1.

48.2 Plaintiffs' claims were barred by Virginia Rule 1:6(a) and the doctrine of *res judicata*.

48.3 Plaintiffs' claims were barred based on Virginia's prohibition against "claim-splitting."

49. On or about November 14, 2018, Bullis received an email from Farrell addressed to "Guy." In the email, Farrell stated:

When I attend the settlement conference in New Orleans on Nov 26, I need authority from you and all other plaintiffs to settle. My calculations show that during the period in question (March – May 2012) your claim for unpaid wages is:

\$ 18,973.24.

I will try to settle for a larger figure that includes prejudgment interest. However, I need your authority to settle for the above figure as a base. **This settlement will not impact the Virginia case** (emphasis added).

Please respond ***I agree*** (emphasis in original).

Mike

PS – Under our agreement, a settlement is subject to a 27% legal fee.

1 50. On or about November 15, 2018, Bullis responded to Farrell's email of November
2 14, 2018, regarding the settlement conference to be held on November 26, 2018, in New Orleans,
3 Louisiana. Bullis commented as follows:

4 I do NOT agree.

5 Based upon your email to me dated November 22, 2017, you outlined the amount of
6 recovery I could expect based upon Louisiana versus Virginia law. Based upon your
7 calculations, I could expect \$18,973.24 less 27% legal fee under Louisiana law and
\$137,456.48 less 40% legal fee under Virginia law. I replied on the same date that I
elected to go with Virginia law.

8 I am not sure that I understand what is going on. If I settle the Louisiana case for
9 \$18,973.24, then am I not settling my entire claim for that amount? I don't understand
10 how the settlement of the Louisiana claim will not impact the Virginia case. Does this
mean that the \$18,973.24 amount is deducted from the \$137,456.48 amount? What is the
status of the Virginia case?

11 Since I don't understand what is going on in my case, I don't want to settle at this time.

12 51. On or about November 19, 2018, Bullis received an email from Farrell addressed
13 to "Clients." In the email, Farrell stated, "Several of you had questions about whether settling in
14 Louisiana will have any impact on the Virginia case. **It will have none** (emphasis in original)."

15 52. On or about November 19, 2018, Bullis responded to Farrell's November 19,
16 2018, email regarding Farrell's assurance that settling in Louisiana would not have any impact
17 on the Virginia case, Bullis replied, "Since you say that this settlement does not in any way
18 affect the Virginia case, then I agree [to settle]."

19 53. On or about December 4, 2018, Bullis received an email from Farrell addressed to
20 "Guy." In the email, Farrell stated, "The gross settlement was \$390,000. After deducting our-of-
21 pocket [sic] expenses of \$7,595.82, the net settlement is \$382,404.18. Your prorate [sic] share
22 (based on your hours worked) is: **\$ 19,882.19** (emphasis in original). This amount will be
23 reduced by a 27% legal fee."

1 54. On or about December 14, 2018, Bullis received an email from Farrell addressed
2 to “Clients.” In the email, Farrell stated, “I am having problems with the CSC lawyers on the
3 wording of proposed settlement agreement...In the meantime, CSC wants you to complete and
4 sign the first page of the attached W-4 form for tax withholding purposes. To keep things
5 moving, please return the first page to me ASAP.”

6 55. On or about December 19, 2018, Bullis received an email from Farrell addressed
7 to “Clients.” In the email, Farrell stated in relevant part:

8 This morning we finalized the wording of the settlement agreement. CSC has stated it
9 will issue checks by next Friday *if* it has received a signed W4 [sic] form from everybody
by this Friday (emphasis in original).

10 I have attached a list of those who have *not* returned the W4 [sic] form. This requires
11 your immediate attention. If you know anybody on this list who has not returned it,
please call or email them. Otherwise, it will hold up checks for everybody.

12 55.1 Bullis’ name was included in the list of those clients who had not returned
13 the W-4 form.

14 56. On or about December 19, 2018, the parties in Lawsuit No. 1 notified the Court
15 that a settlement of the matter was reached.

16 57. On or about December 19, 2018, U.S. District Court Judge Susie Morgan signed
17 an order of dismissal in Lawsuit No. 1

18 58. On or about December 20, 2018, Bullis received an email from Farrell addressed
19 to “Guy.” Farrell stated that attached to the email was Bullis’ settlement agreement and Farrell
20 instructed Bullis to “...sign the last page and return the entire agreement to [Farrell] ASAP.”

21 58.1 Farrell failed to advise Bullis regarding the terms and the potential
22 consequences of Bullis’ signature on the settlement agreement.

1 59. On or about December 20, 2018, Bullis responded to Farrell's email of December
2 20, 2018. Regarding the settlement agreement, Bullis replied:

3 I cannot sign this release as written. Under Paragraph 3(a) "Released Claims," I would be
4 releasing CSC from "any and all manner of action or actions" which I now have or may
5 hereafter have. In addition to this contract action, I have a workers' compensation action
6 under the Defense Base Act against CSC for which I am currently receiving weekly
payments related to medical insurance benefits administered by the US Department of
Labor. Thus, the language of the agreement should be modified to exclude my claim
against CSC related to the Defense Base Act action.

7 You stated previously that the Louisiana settlement would not affect the Virginia case
8 you recently filed. I just want to confirm that if I sign a modified agreement to exclude
9 my DBA claim against CSC that I am not also releasing it from the pending Virginia
action because Paragraph 3(a) expressly states that I "hereby release[] and forever
discharge[] CSC...[from] any and all manner of action or actions."

10 59.1 Farrell never responded to the foregoing email.

11 60. On or about December 21, 2018, Bullis received an email from Farrell with the
12 subject: "Urgent." In the email, Farrell stated, "Please call the office ASAP. Your W4 [sic] form
13 is due today and we still have not received it back from you."

14 60.1 Bullis responded to the foregoing email from Farrell: "Please read the
15 email I sent you yesterday."

16 61. On or about January 6, 2019, Bullis received an email from Farrell addressed to
17 "Clients." In the email, Farrell stated, "The CSC lawyers have advised me that they will send me
18 in bulk the checks for those of you who have returned both the W-4 form and the signed
19 settlement agreement...I will mail your check as soon as you confirm your address."

20 61.1 Bullis' name and address were included in the email.

21 61.2 Bullis never returned the W-4 form or the signed settlement agreement to
22 Farrell.

1 62. On or about January 11, 2019, plaintiffs filed their response to CSC's plea in bar
2 in Lawsuit No. 2. In their response, plaintiffs argued as follows:

3 62.1 The plaintiffs' claims were not barred by the doctrine of *res judicata*.
4 While the plaintiffs' claims in Lawsuit No. 1 were barred in Louisiana, "they were not barred
5 from being refiled in another that had a longer statute of limitations. The order dismissing their
6 claims specifically left that issue unresolved."

7 62.2 The plaintiffs' claims were not barred by Virginia's statute of limitations
8 and the statute was tolled in Lawsuit No. 1 while plaintiffs' claims were pending in Louisiana.

9 62.2.1 The plaintiffs' claims were eventually dismissed based on
10 Louisiana's statute of limitations.

11 62.2.2 There was no ruling on the merits.

12 62.2.3 The dismissal was based on the procedural question of the
13 statute of limitations.

14 62.2.4 The Court in Lawsuit No. 1 did not rule on the substantive
15 merits of plaintiffs' claims.

16 62.3 Plaintiffs' complaint does not involve claim-splitting because each work-
17 week stands alone as a separate cause of action.

18 63. On or about January 18, 2019, Bullis received an email from Farrell. In the email,
19 Farrell stated in relevant part:

20 Our settlement agreement says that CSC does not have to pay until the judge has entered
21 a judgment dismissing the case. The CSC lawyers and I submitted a proposed judgment
22 to the court before Christmas. In a later conference call, the judge said she wants some
23 changes.

24 We revised it and CSC submitted it to the judge again.

1 The judge's order says that CSC will send checks within 14 days of today to those
2 plaintiffs who have returned their paperwork.

3 64. On or about January 18, 2019, Bullis received a second email from Farrell. In the
4 email, Farrell gave an update on the case: "The judge filed the judgment just before 5 pm today.
5 We should have checks no later than Feb 1."

6 65. On or about January 18, 2019, in Lawsuit No. 1, U.S. District Court Judge Susie
7 Morgan signed an order for consent judgment, which was entered in favor of specifically named
8 plaintiffs against CSC.

9 65.1 Bullis' name was included in the consent judgment.

10 65.2 The judgment amount in Bullis' favor was \$19,882.19.

11 65.3 Bullis never signed and returned the settlement agreement to Farrell.

12 65.4 Bullis never signed and returned the W-4 form to Farrell.

13 65.5 Bullis never received payment as specified under the consent judgment.

14 65.6 Farrell never provided Bullis with a copy of the consent judgment.

15 65.7 Farrell never informed Bullis that a consent judgment was entered in his
16 favor.

17 66. On or about January 25, 2019, the Circuit Court in Lawsuit No. 2 entered an order
18 admitting Farrell to appear *pro hac vice* in the matter.

19 67. On or about January 26, 2019, Bullis received an email from Farrell addressed to
20 "Clients." In the email, Farrell stated, "Yesterday, I mailed checks to the following 19 clients. 9
21 more of you will get a check soon. CSC withheld a good chunk for taxes including Virginia
22 taxes. You should be able to get the Va. taxes back by filing a return there."

1 67.1 Farrell followed up the same day regarding the foregoing email. Farrell
2 stated he was providing a new list of clients with all 19 names since the list in his previous email
3 had only 17 names.

4 67.2 Bullis' name was not included in the list of 17 clients in the first email or
5 in the list of 19 clients in the second email.

6 68. On or about February 7, 2019, Bullis received an email from Farrell addressed to
7 "Clients." In the email, Farrell stated he was giving an update on the Virginia case:

8 This is a status report on the Virginia case. CSC has filed a plea in bar which is a type of
9 a motion to dismiss. The court has scheduled a hearing on the motion for Friday, Feb. 8,
in Fairfax, Virginia. I am flying there today.

10 The motion raises some complex issues that we are taking very seriously. I will report
back soon.

11 69. On or about February 8, 2019, the Circuit Court in Lawsuit No. 2 entered an order
12 dismissing plaintiffs' case with prejudice.

13 69.1 The Court ruled that CSC's plea in bar was sustained as to all three
14 grounds set forth by CSC in the plea at bar.

15 69.2 The Court ruled that the order was final.

16 70. On or about February 22, 2019, Bullis received an email from Farrell addressed to
17 "Clients." In the email, Farrell stated:

18 We have had a setback in the Virginia case.

19 The court conducted a hearing in Fairfax, Virginia, on February 8, on CSC's Plea in Bar.
20 The court has granted CSC's Plea in Bar and dismissed the case. The legal issues are
21 complex. The court said we had some interesting arguments but it would nevertheless
grant the motion.

22 I will send everybody a copy of the motion and our response over the weekend.

23 We will appeal this ruling to the Virginia Court of Appeals. It is obviously a setback but I
24 am committed to pursuing our claims as far as we can take them.

1 70.1 Farrell never sent Bullis a copy of the motion or plaintiffs' response to the
2 motion.

3 71. On or about August 1, 2019, Bullis received an email from Farrell addressed to
4 "Clients." In the email, Farrell stated, "[the] Virginia Supreme Court has set a telephonic hearing
5 for August 23 on our petition to file an appeal."

6 72. On or about August 23, 2019, Bullis received an email from Farrell. Farrell stated,
7 "[the] oral argument today with the Virginia Supreme Court went well. We should get a decision
8 in 30-60 days."

9 73. On or about October 31, 2019, Bullis received an email from Farrell addressed to
10 "Clients." In the email, Farrell stated:

11 I have attached a copy of the order from the Virginia Supreme Court dismissing our
12 appeal. This is extremely disappointing.

13 We had spent numerous hours thoroughly briefed [sic] 3 complex issues but the court did
14 not even list a reason for denying the appeal.

15 Unfortunately, this is the end of the road for this case. I wish the outcome had been
16 different for everybody.

17 I wish everybody the very best for the future.

18 73.1 The attached order from the Supreme Court of Virginia was dated
19 September 4, 2019. In denying review for Lawsuit No. 2, the Supreme Court found no reversible
20 error in the lower court's judgment.

21 **FIRST CAUSE OF ACTION**
22 **BREACH OF FIDUCIARY DUTY**

23 74. Bullis realleges and incorporates by reference paragraphs 1-73.1 as though fully
24 set forth herein.

1 75. The elements of a breach of fiduciary duty claim are: (1) the existence of a duty
2 owed; (2) breach of that duty; (3) resulting injury; and (4) that the claimed breach caused the
3 injury.

4 76. At all times relevant herein, an attorney-client relationship existed between Farrell
5 and Bullis under the terms of two written attorney engagement agreements (“the attorney
6 engagement agreements”) offered to Bullis by Farrell and signed by Bullis on February 6, 2015,
7 and on July 28, 2017.

8 77. At all times relevant herein, Bullis relied on Farrell for advice and counsel
9 regarding Bullis’ claim against CSC for breach of contract. Bullis relied on the representations
10 made by Farrell and he entrusted Farrell with the duty to pursue his breach of contract claim
11 against CSC.

12 78. Farrell held himself out as competent in the area of law with the legal matter for
13 which he represented Bullis, thus, Farrell was obligated by the attorney-client relationship to
14 fully, fairly, and competently represent Bullis in all respects.

15 79. Farrell had a duty to Bullis which required Farrell to disclose all material
16 information and developments in the course of litigation reasonably necessary for Bullis to make
17 informed decisions.

18 80. Farrell had a fiduciary duty, and a contractual obligation as provided for under the
19 terms of the attorney engagement agreements, to disclose any conflicts of interest that might
20 impair Farrell’s ability to represent Bullis.

21 80.1 Farrell had a duty to place Bullis’ interest before Farrell’s own interest.
22
23
24

1 81. During the period of representation, Farrell failed to exercise reasonable care,
2 skill, and diligence in performing legal services for Bullis and Farrell breached his fiduciary duty
3 in his representation of Bullis, as set forth below:

4 A. Conflict of Interest: Farrell's Self-Interest to Maximize Attorney Fees

5 81.1 Farrell was the lead attorney for the plaintiffs in *Rhodes*, which originated
6 in federal court in Mississippi, on the same claim against the same defendant as Bullis' claim
7 against CSC.

8 81.2 In *Rhodes*, the district court applied Mississippi's choice-of-law rules and
9 determined that Virginia law governed the case. CSC appealed the district court's application of
10 Virginia law to the case. The Fourth Circuit affirmed the district court's determination that
11 Virginia law governed the case.

12 81.3 Farrell is an attorney licensed to practice law in Mississippi and he
13 conducted business at the Law Office of Mike Farrell, PLLC, with its principal place of business
14 located in Jackson, Mississippi.

15 81.4 Based on Farrell's familiarity, and advanced hindsight, with Mississippi
16 Southern's ruling as to the choice-of-law rules in *Rhodes* (which was affirmed on appeal by the
17 Fourth Circuit), Farrell knew that Mississippi Southern would apply Virginia law to Bullis' case
18 and the proper venue would be the U.S. District Court for the Eastern District of Virginia at
19 Alexandria.

20 81.5 Unlike Louisiana, Virginia law has no statutory provision for attorney fees
21 in a breach of contract case for unpaid wages such as Bullis' claim.

22 81.6 Instead of filing Bullis' case in Mississippi or in Virginia, Farrell filed
23 Bullis' case in Louisiana in hopes of availing himself to additional attorney fees provided by
24

1 Louisiana law, which would have been above and beyond the contingency fee he would have
2 received under the attorney engagement agreement signed by Bullis. In taking the foregoing
3 action, Farrell placed his own interest above that of his client, Bullis.

4 81.7 In placing his own interest above his client, Bullis, Farrell's conduct
5 caused substantial harm to Bullis.

6 81.7.1 While Farrell's attorney engagement agreement in Lawsuit
7 No. 1 unambiguously stated that Louisiana's statute of limitations for Bullis' claim was ten
8 years, the Court in Lawsuit No. 1 ruled that Bullis' claim was subject to a three-year prescriptive
9 period (statute of limitations) for Bullis' unpaid wage claims.

10 81.7.2 Had Farrell initially filed suit in Mississippi, where he is
11 licensed to practice law and where he has his principal place of business, or in Virginia per
12 *Rhodes*, Bullis' claim would be subject to a five-year statute of limitations under Virginia law
13 and not to a three-year prescriptive period (statute of limitations) under Louisiana law.

14 81.7.3 Bullis' dates of employment with CSC were May 29, 2010
15 through June 4, 2012, thus, his unpaid wage claim encompassed approximately 24 months.
16 Lawsuit No. 1 was filed on March 13, 2015. Bullis' claim against CSC was fully within the five-
17 year statute of limitations under Virginia law, but it was not fully within the three-year
18 prescriptive period (statute of limitations) under Louisiana law.

19 81.7.4 Due to the three-year prescriptive period (statute of
20 limitations) for unpaid wages in Louisiana, Bullis' claim was partially prescribed by
21 approximately 21 months (out of 24 months).

22 81.7.4.1 Including Bullis, there were 95 plaintiffs in *Rose*,
23 with a period of employment with CSC ranging from 2009 through 2012. All of the foregoing

1 claims by the 95 plaintiffs would not have expired under Virginia's five-year statute of
2 limitations (although those plaintiffs with an employment start date in 2009 would be barred by
3 the statute of limitations for up to one-year of unpaid overtime wages).

4 81.7.5 After the Court in Lawsuit No. 1 ruled that Louisiana's
5 three-year prescriptive period (statute of limitations) applied to Bullis' claim, Lawsuit No. 1 was
6 dismissed with prejudice by the Court.

7 81.7.6 After Lawsuit No. 1 was dismissed with prejudice by the
8 Louisiana Court, Farrell unsuccessfully attempted to revive Bullis' claim in Virginia with
9 Lawsuit No. 2. On or about October 5, 2018, Farrell filed suit in Lawsuit No. 2 in the Circuit
10 Court of Fairfax County.

11 81.7.6.1 The Virginia Court in Lawsuit No. 2 held that
12 Bullis' suit was barred since Virginia's statute of limitations had expired because the statute was
13 not tolled while Bullis' claim was pending in Louisiana. By the time Lawsuit No. 2 was filed, the
14 statute of limitations in Virginia had expired on Bullis' claim by nearly three-and-one-half years.

15 81.7.6.2 Including Bullis, there were 46 plaintiffs in Lawsuit
16 No. 2, with a period of employment with CSC ranging from 2009 through 2012. All of the
17 foregoing claims by the 46 plaintiffs would not have expired under Virginia's five-year statute of
18 limitations (although those plaintiffs with an employment start date in 2009 would be barred by
19 the statute of limitations for up to one-year of unpaid overtime wages). By the time Farrell filed
20 Lawsuit No. 2, the statute of limitations in Virginia had expired on all of the plaintiffs' claims by
21 nearly three-and-one-half years.

81.7.7 Bullis' unpaid wage claim against CSC totaled \$156,429.72 (partial claim amount in Louisiana/Lawsuit No.1 of \$18,973.24 and partial claim amount in Virginia/Lawsuit No. 2 of \$137,456.48).

81.8 As a result of Farrell's breach of his fiduciary duty to Bullis, and due to Farrell's legal malpractice discussed below in the Second Cause of Action, Bullis has received \$0 in his claim against CSC.

B. Conflict of Interest: Settlement to Conceal Mistake

81.9 On or about November 1, 2017, Farrell conveyed to Bullis by email that CSC "offered to settle everything for a total of \$250,000." The settlement amount would be divided among the plaintiffs.

81.9.1 Farrell stated he could not recommend settlement for \$250,000 and he would hold to the position "that any settlement would have to be without prejudice to you filing a new suit in Virginia and appealing the Louisiana remedies issue."

81.9.2 Farrell stated that CSC would not settle based upon the foregoing position.

81.10 On or about November 8, 2017, Farrell conveyed to Bullis by email that the parties had reached a tentative settlement for \$600,000. The settlement amount would be divided among the plaintiffs.

81.10.1 Farrell stated that he recommended the settlement.

81.10.2 Farrell stated that any plaintiff who accepted the settlement would be required to waive the right to join in the Virginia lawsuit.

1 81.11 On or about November 22, 2017, Farrell emailed Bullis and Farrell stated
2 in relevant part, “If enough people don’t sign up for the settlement in Louisiana, CSC can walk
3 away from the settlement agreement.”

4 81.11.1 In response to the foregoing email, Bullis replied to
5 Farrell’s email, “Mike, I want to go with VA law.”

6 81.12 On or about January 8, 2018, Farrell emailed Bullis and Farrell stated in
7 relevant part, “[I]f you accept the settlement in La., you cannot participate in the Virginia suit...”

8 81.12.1 Farrell further stated, “CSC wanted a provision that if 30 of
9 the 37 plaintiffs did not settle, then CSC could pull the plug on the entire settlement.”

10 81.12.2 Farrell explained, “After we reached an agreement in
11 principal [sic] last November, the CSC lawyers sent me a proposed agreement. I told them that it
12 did not reflect our agreement, **because it would result in a dismissal of the case for those who**
13 **did not want to settle** (emphasis added).”

14 81.13 On or about February 8, 2018, Farrell emailed Bullis and Farrell stated in
15 relevant part, “[S]everal of you have indicated that you would like to take your settlement now in
16 the Louisiana suit and **not** participate in the new suit in Virginia (emphasis in original).

17 81.13.1 Farrell further stated, “[the] settlement in Louisiana may
18 not happen anyway. CSC has indicated that it will cancel the entire settlement unless enough of
19 you accept the Louisiana settlement.”

20 81.14 On or about February 18, 2018, Farrell emailed Bullis and Farrell stated in
21 relevant part, “CSC claims that everybody must accept the settlement or at lease [sic] sign a [sic]
22 an agreement not to sue CSC in Virginia or elsewhere [sic].
23
24

1 81.14.1 Farrell further stated he would “still try to get CSC to honor
2 the settlements with the individuals [sic] who want to settle now. However, the agreement gives
3 CSC the option to cancel the entire settlement if fewer that [sic] people accept the settlement.”

4 81.15 On or about August 7, 2018, Farrell emailed Bullis and Farrell stated in
5 relevant part, “CSC said they will settle with anybody who wants to sign a full release. Anybody
6 who signs a release cannot participate in the Virginia suit. I told them the ‘new’ offer was
7 unacceptable.”

8 81.16 On or about August 8, 2018, Farrell emailed Bullis and Farrell inquired in
9 relevant part, “Double checking to see if anybody wants to settle now in the Louisiana case and
10 be done with CSC and not participate in the Virginia suit...”

11 81.17 On or about October 5, 2018, Farrell filed Lawsuit No. 2 in the Circuit
12 Court of Fairfax County.

13 81.18 On or about November 9, 2018, CSC filed a plea in bar (motion to
14 dismiss) to dismiss Lawsuit No. 2. CSC argued in relevant part that the plaintiffs’ claims were
15 barred by Virginia’s five-year statute of limitations and tolling of the statute was unavailable to
16 the plaintiffs since the Louisiana Court dismissed with prejudice the plaintiffs’ claims.

17 81.19 On or about November 14, 2018, Farrell emailed Bullis and Farrell stated
18 in relevant part, “I need your authority to settle for [\$18,973.24] as a base. **This settlement will**
19 **not impact the Virginia case** (emphasis added). Please respond ***I agree*** (emphasis in original).
20 PS – Under our agreement, a settlement is subject to a 27% legal fee.”

21 81.19.1 In response to the foregoing email, on or about November
22 15, 2018, Bullis responded in relevant part, “I do NOT agree. If I settle the Louisiana case...then
23
24

1 am I not settling my entire claim...? Since I don't understand what is going on in my case, I
2 don't want to settle at this time."

3 81.20 On or about November 19, 2018, Farrell emailed Bullis and Farrell stated,
4 "Several of you had questions about whether settling in Louisiana will have any impact on the
5 Virginia case. **It will have none** (emphasis in original)."

6 81.20.1 Relying on Farrell's legal advice in the foregoing email, on
7 or about November 19, 2018, Bullis replied, "Since you say that this settlement does not in any
8 way affect the Virginia case, then I agree [to settle]."

9 81.21 Farrell knew that he had jeopardized Bullis' claim, and the claims of 94
10 other plaintiffs, when he filed suit in Louisiana in an attempt to maximize the amount he would
11 recover in attorney fees.

12 81.21.1 After the Court in Lawsuit No. 1 applied Louisiana's three-
13 year prescriptive period (statute of limitations) to Bullis' claim, Farrell attempted to cure or to
14 minimize his mistake regarding the statute of limitations by unsuccessfully attempting to
15 negotiate a settlement with CSC whereby Bullis, and the other plaintiffs, could settle part of their
16 claims in Louisiana and pursue the other part of their claims in Virginia.

17 81.21.2 Farrell recognized the significance of his mistake on Bullis'
18 claim with respect to the statute of limitations, as demonstrated by his own words in his email to
19 Bullis dated January 8, 2018, wherein Farrell stated, "After we reached an agreement in principal
20 [sic] last November, the CSC lawyers sent me a proposed agreement. I told them that it did not
21 reflect our agreement, **because it would result in a dismissal of the case for those who did not**
22 **want to settle** (emphasis added)." Based on Farrell's legal opinion regarding dismissal of the
23 case for those who did not settle, Farrell knew that the Virginia lawsuit would not be successful.

1 81.22 From November 1, 2017, until the time CSC filed its motion to dismiss the
2 Virginia case on November 9, 2018, Farrell's position had been consistent: (1) CSC required
3 most or all of the plaintiffs to settle or it could walk away from the settlement agreement; and (2)
4 settlement of the Louisiana case would bar Bullis, and the other plaintiffs, from filing suit in
5 Virginia.

6 81.22.1 After CSC filed its motion to dismiss the Virginia case on
7 November 9, 2018, suddenly, Farrell's position changed after he had an opportunity to evaluate
8 CSC's argument for dismissal. Five days after CSC filed its motion to dismiss, on or about
9 November 14, 2018, Farrell's position became, "**This settlement will not impact the Virginia**
10 **case** (emphasis added), and on or about November 19, 2018, Farrell further assured Bullis, and
11 the other CSC plaintiffs, that settling in Louisiana would have no impact on the Virginia case.

12 81.23 Rather than confess his mistake to Bullis, and to the other plaintiffs,
13 regarding the statute of limitations issue, Farrell endeavored to cure his mistake by
14 unsuccessfully attempting to negotiate a settlement with CSC whereby Bullis, and the other
15 plaintiffs, could settle part of their claims in Louisiana and pursue the other part of their claims in
16 Virginia.

17 81.23.1 With the knowledge that CSC's motion to dismiss the
18 Virginia case would be successful, Farrell then advised Bullis, and the other plaintiffs, that
19 settlement of the Louisiana case would have no impact on the Virginia case.

20 81.24 On November 8, 2017, Farrell informed Bullis by email that a tentative
21 settlement had been reached with CSC for \$600,000.

22 81.24.1 Nearly a year later, on December 4, 2018, Farrell informed
23 Bullis by email that the gross settlement was \$390,000.

1 81.24.2 Farrell never explained to Bullis the \$210,000 difference
2 between the \$600,000 amount Bullis subsequently agreed to and the \$390,000 amount for which
3 Farrell ultimately settled the case, nor did Farrell provide Bullis with an accounting of the
4 settlement funds.

5 81.24.3 As Bullis, and the other plaintiffs, receive a prorated share
6 of the settlement, Bullis' share was substantially decreased due to the \$210,000 difference
7 between the agreed settlement amount and by the actual settlement amount.

8 81.25 Farrell breached his fiduciary duty to Bullis by failing to inform Bullis that
9 his mistake with respect to the statute of limitations and the settlement negotiations caused
10 substantial harm to Bullis.

11 81.25.1 Farrell knew that settlement of the Louisiana case would
12 bar the pursuit of the Virginia case, however, he had a self-interest to recover some money for
13 the plaintiffs, with a 27% attorney fee of such settlement proceeds going to himself, so that it
14 would appear that he was somewhat successful in his efforts against CSC, when all of the
15 objective facts indicated otherwise.

16 81.25.2 In the inducement of obtaining plaintiffs' agreement to
17 settle the Louisiana case, and with the knowledge that the Virginia case would be unsuccessful
18 (but that it would appear to the plaintiffs that he was continuing his fight on their behalf), Farrell
19 made a calculated decision that his conduct herein would not be discovered and that he would
20 not find himself faced with 95 lawsuits for legal malpractice.

21 81.25.3 Since CSC required most, if not all, the plaintiffs to settle
22 the Louisiana suit, Farrell obtained a consent judgment in favor of Bullis even when Bullis did
23
24

1 not sign and return the W-4 form and the settlement agreement, and when Bullis did not receive
2 any settlement funds.

3 82. Therefore, Bullis is entitled to any and all damages resulting from Farrell's breach
4 of fiduciary duty and professional misconduct due to his failure to exercise reasonable care and
5 to provide diligent and competent representation in pursuing Bullis' claim against CSC.

6 **SECOND CAUSE OF ACTION**
7 **LEGAL MALPRACTICE**

8 83. Bullis realleges and incorporates by reference paragraphs 1-73.1 as though fully
9 set forth herein.

10 84. The elements of a legal malpractice claim are: (1) the existence of an attorney-
11 client relationship which gives rise to a duty of care on the part of the attorney to the client; (2)
12 an act or omission by the attorney in breach of the duty of care; (3) damage to the client; and (4)
13 proximate causation between the attorney's breach of the duty and the damage incurred.

14 85. At all times relevant herein, an attorney-client relationship existed between Farrell
15 and Bullis under the terms of two written attorney engagement agreements offered to Bullis by
16 Farrell and signed by Bullis on February 6, 2015, and on July 28, 2017.

17 86. During the course of Farrell's representation of Bullis, there were multiple
18 instances wherein Farrell's conduct fell below the applicable standard of care, as set forth below:

19 A. Failure to Investigate

20 86.1 Farrell failed to conduct adequate legal research and due diligence,
21 including, but not limited to: Louisiana's prescriptive period (three years and not ten years as
22 expressed in Farrell's attorney engagement agreement for Lawsuit No. 1); whether Virginia's
23 statute of limitations was tolled while Bullis' case was pending in Louisiana; and, claim-splitting
24 wherein a claim based on the same offer letter and FTL can be brought in two different forums.

B. Failure to Know the Correct Statute of Limitations

86.2 Farrell represented to Bullis that the statute of limitations in Louisiana was ten years, when in fact, the statute of limitations applicable to Bullis' claim was three years. Based on Louisiana's prescriptive period (statute of limitations), Bullis' claim of approximately 24 months of unpaid wages was partially prescribed by 21 months.

86.3 After Lawsuit No. 1 was dismissed with prejudice by the Louisiana Court, Farrell unsuccessfully attempted to revive Bullis' claim in Virginia with Lawsuit No. 2, but the Virginia Court held that such action was barred since Virginia's statute of limitations had expired on Bullis' claim and the statute was not tolled while Bullis' claim was pending in Louisiana.

86.4 Farrell's breach of his duty to investigate the law with respect to Louisiana's three-year prescriptive period (statute of limitations) caused damage to Bullis because Bullis' claim against CSC partially prescribed by approximately 21 months under Louisiana law, however, had Farrell initially filed suit in Mississippi or in Virginia, Bullis' claim would have survived against CSC because his claim was fully within the five-year statute of limitations under Virginia law.

C. Failure to Communicate and to Keep Client Informed

86.5 On or about November 22, 2017, Farrell emailed Bullis setting forth Farrell's calculations as to the amount Bullis could expect to recover from the Louisiana lawsuit (\$18,973.24) compared with the amount Bullis could expect to recover from the Virginia lawsuit (\$137,456.48); however, Farrell failed to inform Bullis how he reached the expected recovery amounts.

1 86.6 On or about December 4, 2018, Farrell emailed Bullis regarding the
2 settlement of plaintiffs' claims in *Rose*. Farrell stated that the gross settlement amount was
3 \$390,000, which was \$210,000 less than the \$600,000 amount recommended by Farrell on
4 November 8, 2017. Farrell failed to inform Bullis why the case settled for substantially less than
5 the \$600,000 amount to which Bullis had subsequently agreed to settle.

6 86.6.1 In the foregoing email, Farrell stated that Bullis' prorated
7 share of the settlement amount was \$19,882.19, but Farrell failed to inform Bullis how he
8 reached that specific amount.

9 86.7 On or about December 20, 2018, Bullis emailed Farrell and explained to
10 Farrell that the language of the settlement agreement with CSC for the Louisiana case was
11 problematic in that CSC wanted a release for all claims which Bullis had or may have in the
12 future. As Bullis had an ongoing claim against CSC for workers' compensation under the
13 Defense Base Act, he could not sign such a release as written. Farrell never responded to Bullis.

14 86.7.1 In the foregoing email, Bullis also asked Farrell whether
15 the language in the settlement agreement would impact his pending claim in Virginia because the
16 settlement agreement expressly stated that Bullis would release and forever discharge CSC from
17 "any and all manner of action or actions." Farrell never responded to Bullis.

18 86.8 On or about January 18, 2019, a consent judgment was entered in favor of
19 Bullis in Lawsuit No. 1 by the Louisiana Court in the amount of \$19,882.19. Farrell failed to
20 inform Bullis of the consent judgment when Bullis never formally consummated the CSC
21 settlement by signing and returning the settlement agreement and the W-4 form to Farrell.

22 86.9 On or about October 31, 2019, Farrell emailed Bullis and he informed
23 Bullis that the Virginia Supreme Court had dismissed the appeal in Lawsuit No. 2. The order
24

1 from the Virginia Supreme Court was dated September 4, 2019. Farrell waited nearly two
2 months after the Court dismissed the appeal to inform Bullis that the Court had taken such
3 action.

4 87. Farrell failed to act with the degree of care, skill, and knowledge commonly
5 possessed and exercised by a reasonable, careful, and prudent attorney in the practice of law.
6 Farrell's acts and omissions were a proximate cause of Bullis' damages and Bullis would not
7 have incurred damages "but for" Farrell's breach of his duty of care to Bullis.

8 88. Therefore, Bullis is entitled to any and all damages suffered due to Farrell's acts
9 and omissions in his failure to exercise the degree of care, skill, and knowledge possessed by
10 reasonable, careful, and prudent attorneys in the practice of law.

11 **THIRD CAUSE OF ACTION**
12 **BREACH OF CONTRACT**

13 89. Bullis realleges and incorporates by reference paragraphs 1-73.1 as though fully
14 set forth herein.

15 90. The elements of a breach of contract claim are: (1) a valid agreement existing
16 between the parties giving rise to a duty; (2) the agreement was breached; (3) proximate cause;
17 and (4) damages.

18 91. At all times relevant herein, a contract existed between Farrell and Bullis under
19 the terms of a written attorney engagement agreement ("agreement") for Lawsuit No. 1 offered
20 to Bullis by Farrell and signed by Bullis on February 6, 2015.

21 92. The terms of the agreement imposed a duty on Farrell "to pursue claims against
22 CSC for breaching the offer letter that quoted an hourly rate."

23 93. The material terms of the agreement included:

1 93.1 For Farrell to recover the hourly rate for all hours worked prior to June 1,
2 2012.

3 93.2 The venue for the lawsuit would be New Orleans, Louisiana “because that
4 state’s law provides for a 10-year statute of limitations.”

5 93.3 Bullis agreed that Farrell could represent other CSC employees in the
6 same suit, but that if a conflict of interest arose, Farrell would disclose such a conflict or a
7 potential conflict to Bullis.

8 93.3.1 If CSC made a settlement offer to “some but not all of the
9 plaintiffs, then [Farrell] would have a conflict in continuing to represent all plaintiffs. In that
10 event, [Farrell] has the option of withdrawing from the representation of those in the minority.”

11 93.4 Farrell agreed that the case would not be settled without Bullis’ approval.

12 93.5 If ten people joined the suit, Farrell’s “‘out-of-pocket’ expenses will come
13 out of his percentage.”

14 94. During the agreement period, there were multiple instances wherein Farrell
15 breached the terms of the agreement, as set forth below:

16 A. Statute of Limitations

17 94.1 The terms of the agreement provided for a “10-year statute of limitations”
18 in Louisiana. Farrell breached the terms of the agreement because the statute of limitations for
19 Bullis’ claim was actually three years.

20 94.2 Based on the 10-year prescriptive period (statute of limitations) in
21 Louisiana, Farrell was to recover for Bullis the hourly rate for all hours worked prior to June 1,
22 2012. Since the prescriptive period (statute of limitations) in Louisiana for Bullis’ claim was
23

1 actually three years, the Louisiana Court dismissed Bullis' claims for hours worked prior to
2 March 13, 2012.

3 94.3 A competent and skilled attorney should know the statute of limitations
4 for a client's claim before expressing such time period in a written agreement.

5 94.4 Bullis was unable to recover wages from May 29, 2010 through
6 March 12, 2012, which amounted to approximately 21 months of unpaid hourly wages.

7 B. Conflicts of Interest Related to Settlement

8 94.5 The terms of the agreement required Farrell to disclose to Bullis conflicts
9 or potential conflicts among Farrell's other CSC clients with respect to settlement of the case.
10 Additionally, the terms of the agreement permitted Farrell the option to withdraw from the case.

11 94.6 From November 1, 2017, until the time CSC filed its motion to dismiss the
12 Virginia case on November 9, 2018, Farrell's position had been consistent: CSC required most or
13 all of the plaintiffs to settle or it could walk away from the settlement agreement.

14 94.7 After CSC filed its motion to dismiss the Virginia case on November 9,
15 2018, suddenly, Farrell's position changed after he had an opportunity to evaluate CSC's
16 argument for dismissal. Five days after CSC filed its motion to dismiss, on or about November
17 14, 2018, Farrell's position became, "**This settlement will not impact the Virginia case**
18 (emphasis added), and on or about November 19, 2018, Farrell further assured Bullis, and the
19 other CSC plaintiffs, that settling in Louisiana would have no impact on the Virginia case.

20 94.8 Farrell breached the terms of the agreement when he failed to disclose to
21 Bullis that a conflict of interest existed among Bullis and Farrell's other CSC clients because
22 some of the clients wanted to settle, but Bullis and other CSC clients did not. Since CSC could
23

1 walk away from the settlement if not enough plaintiffs agreed to settle, a conflict of interest arose
2 among Farrell's CSC clients.

3 94.9 Farrell breached the terms of the agreement when he failed to disclose to
4 Bullis that a conflict of interest existed among Bullis, Farrell, and Farrell's other CSC clients
5 regarding Farrell's mistake with respect to the statute of limitations.

6 94.10 With the knowledge that CSC's motion to dismiss the Virginia
7 case would be successful, Farrell then advised Bullis, and his other CSC clients, that settlement
8 of the Louisiana case would have no impact on the Virginia case.

9 94.11 Farrell knew that settlement of the Louisiana case would bar the pursuit of
10 the Virginia case, however, he had a self-interest to recover some money for his CSC clients,
11 with a 27% attorney fee of such settlement proceeds going to himself, so that it would appear
12 that he was somewhat successful in his efforts against CSC, when all of the objective facts
13 indicated otherwise.

14 94.12 Farrell, in the inducement of obtaining his CSC clients' agreement to settle
15 the Louisiana case, and with the knowledge that the Virginia case would be unsuccessful (but
16 that it would appear to his clients that he was continuing his fight on their behalf), made a
17 calculated decision out of self-interest that his conduct herein would not be discovered and that
18 he would not find himself faced with 95 lawsuits for legal malpractice.

19 94.13 Since CSC required most, if not all, the plaintiffs to settle the Louisiana
20 suit, Farrell obtained a consent judgment in favor of Bullis even when Bullis did not sign and
21 return the W-4 form and the settlement agreement, and when Bullis did not receive any
22 settlement funds.

C. Settlement Approval

94.14 The terms of the agreement provided for Farrell to obtain Bullis' approval for settlement.

94.15 On November 8, 2017, Farrell informed Bullis by email that a tentative settlement had been reached with CSC for \$600,000.

94.16 Nearly a year later, on December 4, 2018, Farrell informed Bullis by email that the gross settlement was \$390,000.

94.17 Bullis approved the settlement for \$600,000, but he did not approve the settlement for \$390,000.

94.18 As Bullis, and Farrell's other CSC clients, receive a prorated share of the settlement, Bullis' share was substantially decreased due to the \$210,000 difference between the agreed settlement amount and by the actual settlement amount.

D. "Out-of-Pocket" Expenses

94.19 The terms of the agreement provided for Farrell's "'out-of-pocket' expenses to come out of his percentage" if ten people joined the suit.

94.20 95 people joined the suit, thus, under the terms of the agreement, Farrell's "out-of-pocket" expenses were to come out of his percentage.

94.21 On or about December 4, 2018, Bullis received an email from Farrell. In the email, Farrell stated, "The gross settlement was \$390,000. After deducting our-of-pocket [sic] expenses of \$7,595.82, the net settlement is \$382,404.18..."

94.22 As Bullis, and Farrell's other CSC clients, receive a prorated share of the settlement, Bullis' pro rata share was decreased due to Farrell's prohibited deduction from the settlement amount of \$7,595.82 for his out-of-pocket expenses.

1 95. Farrell's breach of his duties to Bullis under the terms of the agreement were a
2 proximate cause of Bullis' damages and Bullis would not have incurred damages "but for"
3 Farrell's breach of the agreement.

4 96. Therefore, Bullis is entitled to any and all damages suffered due to Farrell's
5 breach of his duties under the terms of the agreement.

6 **FOURTH CAUSE OF ACTION**
7 **VIOLATION OF CONSUMER PROTECTION ACT ("CPA")**

8 97. Bullis realleges and incorporates by reference paragraphs 1-73.1 as though fully
9 set forth herein.

10 98. The elements of a CPA claim are: (1) unfair or deceptive act or practice; (2)
11 occurring in trade or commerce; (3) public interest impact; (4) injury to plaintiff in his or her
12 business or property; and (5) causation. RCW 19.86.020.

13 99. Income is intangible property under Article VII, § 1 of the Washington
14 Constitution. *Kunath v. City of Seattle*, 10 Wn. App. 205, 444 P.3d 1235, 1251 (2019). Bullis'
15 claim against CSC involved unpaid wages, which is income.

16 100. An attorney may be subject to liability under the CPA. *Short v. Demopolis*, 103
17 Wn.2d 52, 65, 691 P.2d 163 (1984). CPA claims against attorneys applies only to the
18 "entrepreneurial" aspects of the practice of law, i.e., how fees are calculated, billed, and collected
19 and how a law firm obtains, retains, and dismisses clients. *Eriks v. Denver*, 118 Wn.2d 451, 464,
20 824 P.2d 1207 (1992).

21 101. Farrell violated the provisions of the CPA, as set forth below:

A. Attorney Fees: Louisiana Versus Virginia

101.1 Farrell was the lead attorney for the plaintiffs in *Rhodes*, which originated in federal court in Mississippi, on the same claim against the same defendant as Bullis' claim against CSC.

101.2 In *Rhodes*, the Mississippi district court applied Mississippi's choice-of-law rules and determined that Virginia law governed the case. CSC appealed the district court's application of Virginia law to the case. The Fourth Circuit affirmed the district court's determination that Virginia law governed the case.

101.3 Farrell is an attorney licensed to practice law in Mississippi and he conducted business at the Law Office of Mike Farrell, PLLC, with its principal place of business located in Jackson, Mississippi.

101.4 Based on Farrell's familiarity, and advanced hindsight, with Mississippi Southern's ruling as to the choice-of-law rules in *Rhodes* (which was affirmed on appeal by the Fourth Circuit), Farrell knew that the Mississippi district court would apply Virginia law to Bullis' case and the proper venue would be the U.S. District Court for the Eastern District of Virginia at Alexandria.

101.5 Unlike Louisiana, Virginia law has no statutory provision for attorney fees in a breach of contract case for unpaid wages such as Bullis' claim.

101.6 Instead of filing Bullis' case in Mississippi or in Virginia, Farrell filed Bullis' case in Louisiana in hopes of availing himself to additional attorney fees provided by Louisiana law, which would have been above and beyond the contingency fee he would have received under the attorney engagement agreement signed by Bullis. In taking the foregoing action, Farrell placed his own interest above that of his client, Bullis.

1 101.7 In placing his own interest to avail himself to Louisiana’s statutory
2 provision for attorney fees above and beyond the contingency fee agreement he entered into with
3 Bullis, Farrell’s calculation to increase his attorney fees award in Lawsuit No. 1 caused
4 substantial harm to Bullis because Bullis’ claim for unpaid wages was prescribed by
5 approximately 21 months under Louisiana law.

6 101.7.1 There were 95 plaintiffs in Lawsuit No. 1. Farrell’s conduct
7 with respect to attorney fees in the foregoing regard injured 94 plaintiffs, in addition to Bullis.

8 101.8 Farrell’s calculation to avail himself to additional attorney fees
9 provided by Louisiana law, which would have been above and beyond the contingency fee he
10 would have received under the attorney engagement agreement signed by Bullis, was a
11 proximate cause of Bullis’ damages and Bullis would not have incurred damages “but for”
12 Farrell’s conduct.

13 B. Collection of Out-of-Pocket Expenses

14 101.9 The terms of the attorney engagement agreement (“agreement”) for
15 Lawsuit No. 1 provided for Farrell’s “‘out-of-pocket’ expenses to come out of his percentage” if
16 ten people joined the suit.

17 101.10 95 people joined the suit, thus, under the terms of the agreement,
18 Farrell’s “out-of-pocket” expenses were to come out of his percentage.

19 101.11 On or about December 4, 2018, Bullis received an email from
20 Farrell. In the email, Farrell stated, “The gross settlement was \$390,000. After deducting our-of-
21 pocket [sic] expenses of \$7,595.82, the net settlement is \$382,404.18...”
22
23
24

101.12 As Bullis, and Farrell's other CSC clients, receive a prorated share of the settlement, Bullis' pro rata share was decreased due to Farrell's prohibited deduction from the settlement amount of \$7,595.82 for his out-of-pocket expenses.

101.13 Farrell's breach of his duties to Bullis under the terms of the agreement were a proximate cause of Bullis' damages and Bullis would not have incurred damages "but for" Farrell's breach of the agreement.

101.14 Therefore, Bullis is entitled to any and all damages suffered due to Farrell's violations of the CPA with respect to his entrepreneurial aspects of legal practice.

EXPERT TESTIMONY

102. Bullis realleges and incorporates by reference paragraphs 1-73.1 as though fully set forth herein.

103. Some states require expert testimony to establish the standard of care in a legal malpractice action. *Walker v. Bangs*, 92 Wn.2d 854, 858, 601 P.2d 1279 (1979). However, the "general rule is to permit but not require expert testimony." *Id.* Washington does not require expert testimony "when the negligence charged is within the common knowledge of lay persons." *Id. See also Slack v. Luke*, 192 Wn. App. 909, 370 P.3d 49 (2016).

104. Farrell's negligence in this matter would fall within the common knowledge of lay persons, as set forth below:

A. Legal Malpractice and Breach of Contract: Statute of Limitations

104.1 The attorney engagement agreement entered into by Bullis and Farrell for Lawsuit No. 1 stated that Louisiana would be the venue for Lawsuit No. 1 because the state's law provided for a 10-year statute of limitations.

1 104.2 On or about July 7, 2017, the Louisiana Court in Lawsuit No. 1 ruled that
2 Bullis' claim was subject to a three-year prescriptive period (statute of limitations).

3 104.3 Farrell did not deny that a three-year prescriptive period (statute of
4 limitations) applied to Bullis' claim.

5 104.4 Farrell failed to oppose CSC's motion regarding application of
6 Louisiana's three-year prescriptive period (statute of limitations) to Bullis' claim nor did he
7 present any argument that a 10-year statute of limitations applied to Bullis' claim.

8 104.5 Farrell stated that Virginia's statute of limitations for a breach of contract
9 claim was five years, which is two years longer than Louisiana's statute of limitations for Bullis'
10 claim.

11 104.6 Bullis' dates of employment with CSC were May 29, 2010 through June 4,
12 2012, thus, his unpaid wage claim encompassed approximately 24 months. Lawsuit No. 1 was
13 filed on March 13, 2015. Bullis' claim against CSC was fully within the five-year statute of
14 limitations under Virginia law, but it was not fully within the three-year prescriptive period
15 (statute of limitations) under Louisiana law.

16 104.7 Thus, it would be common knowledge by lay persons that Bullis' claim
17 would have fully survived had Farrell properly filed suit in Mississippi or in Virginia due to a
18 longer period of five years provided by Virginia's statute of limitations instead of his claim being
19 partially prescribed by approximately 21 months (out of 24 months) under Louisiana's shorter
20 prescriptive period (statute of limitations) of three years.

1 B. Breach of Fiduciary Duty and Breach of Contract: Conflict of
2 Interest/Attorney Fees

3 104.8 Farrell was the lead attorney for the plaintiffs in *Rhodes*, which originated
4 in federal court in Mississippi, on the same claim against the same defendant as Bullis' claim
5 against CSC.

6 104.9 In *Rhodes*, the Mississippi district court applied Mississippi's choice-of-
7 law rules and determined that Virginia law governed the case. CSC appealed the district court's
8 application of Virginia law to the case. The Fourth Circuit affirmed the district court's
9 determination that Virginia law governed the case.

10 104.10 Farrell is an attorney licensed to practice law in Mississippi and he
11 conducted business at the Law Office of Mike Farrell, PLLC, with its principal place of business
12 located in Jackson, Mississippi.

13 104.11 Based on Farrell's familiarity, and advanced hindsight, with
14 Mississippi Southern's ruling as to the choice-of-law rules in *Rhodes* (which was affirmed on
15 appeal by the Fourth Circuit), Farrell knew that the Mississippi district court would apply
16 Virginia law to Bullis' case and the proper venue would be the U.S. District Court for the
17 Eastern District of Virginia at Alexandria.

18 104.12 Unlike Louisiana, Virginia law has no statutory provision for
19 attorney fees in a breach of contract case for unpaid wages such as Bullis' claim.

20 104.13 Thus, it would be common knowledge by lay persons that Farrell
21 made a calculation out of self-interest that he would recover a greater amount for attorney fees in
22 Louisiana than he would in Virginia, and based on that objective, he filed suit in Louisiana
23 instead of in Mississippi or in Virginia (as he had done previously, and successfully, in *Rhodes*),
24 thereby placing his own interests above that of his client, Bullis.

D. Breach of Fiduciary Duty: Conflict of Interest/Conceal Mistake

104.14 After the Court in Lawsuit No. 1 ruled that Louisiana's three-year prescriptive period (statute of limitations) applied to Bullis' claim, Lawsuit No. 1 was dismissed with prejudice by the Court.

104.15 From November 1, 2017, until the time CSC filed its motion to dismiss the Virginia case on November 9, 2018, Farrell's position had been consistent regarding settlement in the *Rose* case: (1) CSC required most or all of the plaintiffs to settle or it could walk away from the settlement agreement; and (2) settlement of the Louisiana case would bar Bullis, and the other CSC plaintiffs, from filing suit in Virginia.

104.16 After CSC filed its motion to dismiss the Virginia case on November 9, 2018, suddenly, Farrell's position changed after he had an opportunity to evaluate CSC's argument for dismissal. Five days after CSC filed its motion to dismiss, on or about November 14, 2018, Farrell's position became, "**This settlement will not impact the Virginia case** (emphasis added), and on or about November 19, 2018, Farrell further assured Bullis, and the other CSC plaintiffs, that settling in Louisiana would have no impact on the Virginia case.

104.17 Rather than confess his mistake to Bullis, and to the other plaintiffs, with respect to Louisiana's prescriptive period (statute of limitations), Farrell endeavored to cure his mistake by unsuccessfully attempting to negotiate a settlement with CSC whereby Bullis, and the other plaintiffs, could settle part of their claims in Louisiana and pursue the other part of their claims in Virginia.

104.18 With the knowledge that CSC's motion to dismiss the Virginia case would be successful, Farrell then advised Bullis, and the other plaintiffs, that settlement of the Louisiana case would have no impact on the Virginia case.

1 104.19 Thus, from a review of the timeline with respect to settlement
 2 communication from Farrell to Bullis, it would be common knowledge by lay persons that
 3 Farrell recognized that he had to induce plaintiffs to settle the Louisiana case because the
 4 Virginia case would be unsuccessful. In the foregoing respect, Farrell made a calculated decision
 5 that his mistake regarding the statute of limitations would not be discovered and that he would
 6 not find himself faced with 95 lawsuits for legal malpractice if plaintiffs recovered some money
 7 rather than no money.

8 E. Breach of Contract: No Settlement Without Client Approval

9 104.20 The terms of the agreement provided for Farrell to obtain Bullis'
 10 approval for settlement.

11 104.21 On November 8, 2017, Farrell informed Bullis by email that a
 12 tentative settlement had been reached with CSC for \$600,000.

13 104.22 Nearly a year later, on December 4, 2018, Farrell informed Bullis
 14 by email that the gross settlement was \$390,000.

15 104.23 Bullis approved the settlement for \$600,000, but he did not
 16 approve the settlement for \$390,000.

17 104.24 Thus, it would be common knowledge by lay persons that Farrell
 18 breached the terms of the attorney engagement agreement when he failed to obtain Bullis'
 19 approval for settlement in the amount of \$390,000.

20 F. Breach of Contract: Attorney's Out-of-Pocket Expenses

21 104.25 The terms of the attorney engagement agreement ("agreement") for
 22 Lawsuit No. 1 provided for Farrell's "'out-of-pocket' expenses to come out of his percentage" if
 23 ten people joined the suit.

104.26 95 people joined the suit, thus, under the terms of the agreement, Farrell's "out-of-pocket" expenses were to come out of his percentage.

104.27 On or about December 4, 2018, Bullis received an email from Farrell. In the email, Farrell stated, "The gross settlement was \$390,000. After deducting our-of-pocket [sic] expenses of \$7,595.82, the net settlement is \$382,404.18..."

104.28 Thus, it would be common knowledge by lay persons that Farrell breached the terms of the agreement when he deducted \$7,595.82 for his "out-of-pocket" expenses from the gross settlement amount.

CASE WITHIN A CASE

104.29 A malpractice action against a lawyer arising out of litigation requires that the plaintiff try both the underlying action and the malpractice case. (The "case within the case.") *Daugert v. Pappas*, 104 Wn.2d 254, 257, 704 P.2d 600 (1985).

104.30 To survive a summary judgment motion claiming the underlying claim is without merit, the plaintiff in a legal malpractice lawsuit must proffer enough evidence to establish the underlying case could have survived a summary judgment motion. *Slack v. Luke*, 192 Wn. App. 909, 370 P.3d 49 (2016).

104.31 The plaintiffs' claims against CSC in *Richelle* and *Rhodes* were based on the same claim as Bullis' claim against CSC in Lawsuit No. 1 for breaching an employment offer letter that quoted an hourly rate.

104.32 On the parties' cross-motions for summary judgment in *Richelle*, the Florida district court concluded that the offer letters unambiguously provided for hourly wages rather than fixed salaries, and the court granted summary judgment in favor of the *Richelle* plaintiffs.

1 104.33 On the parties' cross-motions for summary judgment in *Rhodes*,
2 the Mississippi district court concluded that the offer letters unambiguously provided for hourly
3 wages rather than fixed salaries, and the court granted summary judgment in favor of the *Rhodes*
4 plaintiffs.

5 104.34 On or about May 2, 2016, the Fourth Circuit affirmed the district
6 courts' grant of summary judgment in favor of the *Richelle* and *Rhodes* plaintiffs, holding that
7 the offer letters unambiguously provided for hourly wages rather than fixed salaries.

8 104.35 Likewise, on or about December 20, 2017, in the case *Joseph*
9 *Strauch et al. v. Computer Sciences Corporation*, No. 3:14-cv-956 (JBA) (D. Conn.)
10 (“*Strauch*”), a jury found that CSC failed to pay employees on an hourly basis; rather, CSC paid
11 the employees a flat salary regardless of how many hours they worked. The jury's verdict
12 required CSC to compensate the employees for their unpaid overtime hours.

13 104.36 On or about November 5, 2017, in Lawsuit No. 1, U.S. District
14 Court Judge Susie Morgan issued a decision on the parties' cross-motion for partial summary
15 judgment. Plaintiffs argued in their motion that CSC's offer letter and its Foreign Travel Letter
16 (“FTL”) unambiguously provided for an hourly rate of pay for plaintiffs' work overseas. CSC
17 argued, in relevant part, that its offer letter and FTL should be interpreted as to provide for pay
18 on a salary basis.

19 104.37 Applying Virginia law, the Louisiana Court granted plaintiffs'
20 motion for partial summary judgment. The Court found that the offer letter and FTL, read
21 together, unambiguously provided for an hourly rate of pay for plaintiffs' work overseas.

22 104.38 Thus, Bullis has proffered enough evidence to establish the
23 underlying case could have survived a summary judgment motion because not only did the
24

underlying case survive a summary judgment, Bullis and the other *Rose* plaintiffs prevailed on their cross-motion for summary judgment against CSC.

PRAYER FOR RELIEF

Wherefore, Plaintiff Bullis respectfully requests that this Court enter judgment against Defendants Michael Farrell and the Law Office of Mike Farrell, PLLC, as follows:

1. For compensatory and general damages in an amount according to proof;
2. For pre- and post-judgment interest on all damages as allowed by the law;
3. For costs of suit incurred herein;
4. For treble damages and attorney fees under the CPA; and
5. Awarding such other and further relief as the Court deems equitable and just.

DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial for all claims so triable.

Respectfully submitted,

Dated: November 15, 2021

ALANA BULLIS, PS



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